



General Assembly

***Substitute Bill No. 366***

*February Session, 2000*

***An Act Concerning Home Improvement Contracts.***

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1       Section 1. Section 20-429 of the general statutes is repealed and the  
2       following is substituted in lieu thereof:

3       (a) No home improvement contract shall be valid or enforceable  
4       against an owner unless it: (1) Is in writing, (2) is signed by the owner  
5       and the contractor, (3) contains the entire agreement between the  
6       owner and the contractor, (4) contains the date of the transaction, (5)  
7       contains the name and address of the contractor, (6) contains a notice  
8       of the owner's cancellation rights in accordance with the provisions of  
9       chapter 740, (7) contains a starting date and completion date, (8)  
10      contains a statement in plain language regarding any financing  
11      provided by the contractor, and [(8)] (9) is entered into by a registered  
12      [salesman] salesperson or registered contractor. Each change in the  
13      terms and conditions of a contract shall be in writing and shall be  
14      signed by the owner and contractor, except that the commissioner  
15      may, by regulation, dispense with the necessity for complying with the  
16      requirement that each change in a home improvement contract shall be  
17      in writing and signed by the owner and contractor.

18      (b) No home improvement contract shall be valid if it includes any  
19      provision obligating the owner to instruct the home improvement  
20      contractor, by a date determined by such contractor, that periodic

21 home improvements are not to be performed unless it also includes a  
22 provision requiring the contractor to remind the owner of that  
23 obligation by means of a card or letter mailed to the owner and  
24 postmarked not earlier than twenty days, and not later than ten days,  
25 prior to such date.

26 (c) No home improvement contract shall be valid if the contractor or  
27 salesperson is a party to or signatory of any insurance settlement  
28 resulting from a property loss by the owner related to the home  
29 improvements to be performed.

30 [(c)] (d) The contractor shall provide and deliver to the owner,  
31 without charge, a completed copy of the home improvement contract  
32 at the time such contract is executed.

33 [(d)] (e) The commissioner may, by regulation, require the inclusion  
34 of additional contractual provisions.

35 [(e)] (f) Each home improvement contract entered into shall be  
36 considered a home solicitation sale pursuant to chapter 740 and shall  
37 be subject to the requirements of said chapter regardless of the location  
38 of the transaction or of the signing of the contract.

39 [(f)] (g) Nothing in this section shall preclude a contractor who has  
40 complied with subdivisions (1), (2), (6), (7) and [(8)] (9) of subsection  
41 (a) of this section from the recovery of payment for work performed  
42 based on the reasonable value of services which were requested by the  
43 owner, provided the court determines that it would be inequitable to  
44 deny such recovery.

45 Sec. 2. Section 20-429a of the general statutes is repealed and the  
46 following is substituted in lieu thereof:

47 (a) No contractor or [salesman] salesperson shall solicit or otherwise  
48 endeavor to procure home improvement work or a home  
49 improvement contract from an owner by notifying the owner that a  
50 contractor will commence home improvement work unless the owner

51 instructs the contractor not to commence such work by a date  
52 determined by the contractor.

53 (b) No contractor or salesperson shall solicit or otherwise endeavor  
54 to procure home improvement work or a home improvement contract  
55 from an owner if the contractor or salesperson is a party to or  
56 signatory of any insurance settlement resulting from a property loss by  
57 the owner related to the home improvements to be performed.

**Statement of Legislative Commissioners:**

"Salesman" was changed to "salesperson" in sections 1 (a), 1 (c), 2 (a) and 2 (b) for purposes of gender neutrality. In section 1 (a) "plain language statement" was changed to "statement in plain language" for clarity, and "if applicable" was deleted to avoid redundancy.

**GL Committee Vote:** Yea 15 Nay 0 JFS-LCO